

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

In the Matter of the Arbitration)	No. C-07-3220 SC
Between AMERICAN PRESIDENT LINES,)	
LTD., and APL CO. Pte., LTD.,)	
)	ORDER GRANTING MOTION
Plaintiffs,)	TO CONFIRM
)	<u>ARBITRATION AWARD</u>
v.)	
)	
D.S.R. SHIPPING CO., INC., a)	
corporation,)	
Defendant.)	
)	
_____)	

I. INTRODUCTION

This matter comes before the Court on the Motion to Confirm Arbitration Award ("Motion") filed by the plaintiffs American President Lines, Ltd., and APL Co. Pte., Ltd. ("Plaintiffs"). See Docket No. 9. Defendant D.S.R. Shipping Co., Inc. ("Defendant") has not made a formal appearance in this action or filed an Opposition to the pending matter. For the following reasons, the Court GRANTS Plaintiffs' Motion.

II. BACKGROUND

In 2002 Plaintiffs entered into a contract with Defendant to ship Defendant's cargo to Central America. See Pet. for Order Confirming Award of Arbitrator ("Petition"), Docket No. 1, ¶ 7. Pursuant to the contract, any disputes between the parties would

1 be submitted to arbitration in San Francisco, California. Id.
2 The parties agreed that any decision by an arbitrator would be
3 final, binding, and not subject to further review. Id. In
4 addition, the contract provided that a decision by the arbitrator
5 may be enforced in any court, tribunal, or other forum that may
6 properly assert jurisdiction. Id. ¶ 8. The parties agreed that
7 the United States District Court for the Northern District of
8 California would have personal jurisdiction over each party. Id.

9 A dispute between the parties arose and Plaintiffs initiated
10 arbitration proceedings with the American Arbitration Association
11 ("AAA") on December 26, 2006. Id. ¶ 10. Following notice to
12 Plaintiffs and Defendant, including preliminary hearings by
13 telephone, an arbitration was conducted in April 2007 before the
14 AAA-appointed arbitrator, Richard Collier. Id. ¶ 11. On April
15 18, 2007, the arbitrator awarded Plaintiffs the principal amount
16 of \$14,700, attorneys' fees of \$2,340 and costs of \$1,900, for a
17 total award of \$18,940. Id. ¶ 12. Defendant has failed to
18 satisfy this arbitration award. Plaintiffs seek a judgment on the
19 arbitration award to that they may enforce it.

20 21 **III. DISCUSSION**

22 Under the Federal Arbitration Act ("FAA"), 9 U.S.C. § 9, any
23 party to an arbitration award may apply to the court for an order
24 confirming the award if the parties have previously agreed to such
25 an action. Section 9 states that "a court must grant such an
26 order unless the award is vacated, modified, or corrected as
27 prescribed in sections 10 and 11 of this title." 9 U.S.C. § 9.

1 Neither section 10 nor 11 is relevant to the matter at hand. As
2 noted above, the award has not been vacated, modified, or
3 corrected. Thus, the Court GRANTS Plaintiffs' Motion.

4
5 **IV. CONCLUSION**

6 For the foregoing reasons, the Court GRANTS Plaintiffs'
7 Motion to Confirm Arbitration Award.

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10 IT IS SO ORDERED.

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12 Dated: December 14, 2007



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14 UNITED STATES DISTRICT JUDGE